

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

SYDNEY WATSON,

Plaintiff,

v.

BLAZE MEDIA LLC,

Defendant.

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Case No. 3:23-CV-00279-B

**APPENDIX IN SUPPORT OF PLAINTIFF SYDNEY WATSON'S RESPONSE TO  
DEFENDANT BLAZE MEDIA LLC'S MOTION TO DISMISS OR, IN THE  
ALTERNATIVE, TO STAY PROCEEDINGS AND COMPEL ARBITRATION**

EXHIBIT	DESCRIPTION
1	Declaration of Sydney Watson

Dated: April 10, 2023

Respectfully submitted,

SCHLICHTER, SHONACK & KEETON, LLP

By: /s/ Kurt A. Schlichter  
Kurt A. Schlichter  
State Bar No. 24104610  
[kas@ssandkattorneys.com](mailto:kas@ssandkattorneys.com)  
2381 Rosecrans Ave., Ste. 326  
El Segundo, California 90245  
Phone: (310) 643-0111  
Fax: (310) 643-1638

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SCHEEF & STONE, LLP

James A. Pikel  
State Bar No. 16008850  
[jim.pikel@solidcounsel.com](mailto:jim.pikel@solidcounsel.com)  
2600 Network Blvd., Ste. 400  
Frisco, Texas 75034  
Phone: (214) 472-2100  
Fax: (214) 472-2150

ATTORNEYS FOR PLAINTIFF  
SYDNEY WATSON

**CERTIFICATE OF SERVICE**

I certify that on this 10<sup>th</sup> day of April, 2023, the undersigned provided a copy of *APPENDIX IN SUPPORT OF PLAINTIFF SYDNEY WATSON'S RESPONSE TO DEFENDANT BLAZE MEDIA LLC'S MOTION TO DISMISS OR, IN THE ALTERNATIVE, TO STAY PROCEEDINGS AND COMPEL ARBITRATION* to counsel in this case via the U.S. Northern District of Texas ECF filing system as follows:

Celeste R. Yeager  
Courtney E. Jackson  
LITTLER MENDELSON, P.C.  
2001 Ross Avenue  
Suite 1500, Lock Box 116  
Dallas, TX 75201  
[cyeager@littler.com](mailto:cyeager@littler.com)  
[cejackson@littler.com](mailto:cejackson@littler.com)  
(214) 880-8100 (Telephone)  
(214) 880-0181 (Facsimile)

Jordan W. Cowman  
GREENBERG TRAUIG, LLP  
2200 Ross Avenue, Suite 5200  
Dallas, TX 75201  
[Jordan.cowman@gtlaw.com](mailto:Jordan.cowman@gtlaw.com)  
(214) 665-3600 (Telephone)  
(214) 665-5952 (Facsimile)

/s/ James A. Pikel

James A. Pikel

# **Exhibit 1**

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

SYDNEY WATSON,

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Defendant.

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CIVIL ACTION NO. 3:23-CV-00279-B

**DECLARATION OF PLAINTIFF SYDNEY WATSON IN OPPOSITION TO  
DEFENDANT'S MOTION TO DISMISS OR, IN THE ALTERNATIVE, TO STAY  
PROCEEDINGS AND COMPEL ARBITRATION**

I, Sydney Watson, declare as follows:

1. I have personal knowledge of the facts set forth herein.
2. I am over eighteen years of age and competent to testify to the matters stated in this declaration.
3. I was an online host working for The Blaze during my time there. I have been involved in the online media world for at least five years, at The Blaze and working with other outlets, and am familiar with the processes, procedures, and customs both at The Blaze and in the industry.
4. The work I did at The Blaze was as an in-studio, on-set host. In this kind of occupation, the work usually is done under the direction of a supervisor. It is not done alone or without supervision. Nor does it require a specialist with special training. They are commonly full or part-time employees of the media outlet they work for.
5. The Blaze owned *You Are Here* ("YAH"). I did not have final control of any aspect of the show. The Blaze personnel were involved in all aspects of preparation

and production, with final say on both. The Blaze personnel provided a director and other supervising personnel and maintained full control over the program I hosted.

6. The “preparation, development, production, performance, marketing, promotion and exhibition of the Programs” were all “determined by Company in its sole discretion.” Paragraph 1 of the Talent Services Agreement (“TSA”) provided:

Services. Talent shall render any and all services in connection with the preparation, development, production, performance, marketing, promotion and exhibition of the Programs (defined below) to be distributed via the Network and any other form of distribution determined by Company in its sole discretion, all as reasonably requested by Company and pursuant to the following (all together, the “Services”)

7. The Blaze could approve or disapprove of guests and content. Paragraph 2(c) of the TSA provided:

Each episode of the Programs shall be written collectively by Talent and the designated co-host. Other persons, such as guests (as reasonably approved by Company, and subject to securing applicable clearances), may appear on any episodes of the Programs. Company shall have the reasonable right to approve or reject each episode and the final content included in each episode of the Programs and any related materials (such as promotional clips).

8. While hosts should have some level of talent, many hosts are raised up from the production side. There is no specific specialist training required. There is no particular credential or degree required to this job.

9. My work location was at a specific location, The Blaze’s studio, at a specific time. It consisted of at least five (5) episodes per week for a minimum of forty-eight (48) weeks per year, for a minimum of two hundred forty (240) episodes per year.

The Blaze provided all of the equipment used where the work was conducted.

10. My contract was to be for three years with an option for a fourth year. The TSA’s effective date was May 1, 2021.

11. I was paid monthly in equal installments of a set amount on or before the 10th day

of each calendar month during the Term. I was not paid by the job or individual task.

12. Under the TSA (Standard Term 4a), “Either party may terminate this Agreement in the event that the other party commits a material breach that continues uncured for more than thirty (30) days after written notice of such material breach from the non-breaching party.” The work relationship ended when I was constructively terminated due to the continued sexual harassment and the hostile work environment I suffered and which The Blaze failed to remedy.
13. Annual paid leave, really vacation, of four weeks per year was afforded me under the TSA.
14. As a media company that produces content, my role as a host represented an integral part of the business of The Blaze.
15. I had no specific intention regarding “independent contractor” status. My work at The Blaze was, in reality, essentially identical to other employment relationships I have experienced and observed. Nor did The Blaze manifest any intention regarding the “independent contractor” label other than the TSA. I was treated like other employees, expected to be where assigned and to operate under the direction of The Blaze to promote the show. The Blaze did not treat me differently from “employees” and I was under the same rules and expectations as they were. I was not one of the “contributors,” people who regularly appeared on The Blaze programs but not on any set schedule and at The Blaze’s discretion. My schedule was set by The Blaze and was firm and consistent. I was represented to the public by The Blaze as a The Blaze media personality, and never as something contingent or “independent.” My picture was on the electronic screen at The Blaze studios as a The Blaze host.
16. I did not draft the TSA, including the Arbitration Agreement and the independent

contractor provisions. The TSA's terms regarding these issues were presented to me for signature without negotiation.

17. Elijah Schaffer and I, as co-hosts, began production of *You Are Here* on September 9, 2021. YAH was an internet-based interview show centering on politics and culture that streamed on The Blaze and that was supported by subscriptions. It was not to be a sexually explicit show, nor was it intended to be actively misogynistic.
18. The show was initially successful and was growing its audience as hoped. However, Mr. Schaffer's persona on the show became increasingly aggressive and soon began to veer into outright misogyny. He appeared to enjoy the intimidation factor that his physical size gave him over me/. The choice of guests compounded my growing discomfort with the anti-female tone of the show and the off-air interactions with my co-host.
19. On December 3, 2021, notorious bigot Nick Fuentes appeared on YAH. He was grossly misogynistic and most troubling was how this appeared to be condoned by Mr. Schaffer. I note that the Cardon declaration attempts to state that I did not demand a flat out ban on offensive guests. The issue is not offensive guests per se – the substance of offensive people's arguments should be fought with better arguments. The issue here was not the substance of their arguments, to the extent they offered any, but Mr. Schaffer's eager approval and encouragement of the misogyny directed at me and other women by this and other guests such that it added to the hostile work environment. The Blaze employees and officers were aware of this and refused to act. I did, in fact, alert Mr. Cardon and other The Blaze officers about guests who were likely to contribute to the hostile environment.

20. On December 17, 2021, Jack Murphy appeared as a guest on YAH. Though I expected him to provide substantive arguments and insights, I found Murphy grossly misogynistic. The issue with his appearance was how Mr. Schaffer amplified and enhanced the hostility based upon sex that Murphy created. Murphy shouted at me when I read a YouTube livestream superchat question from a viewer regarding his controversial past. I had no prior knowledge of this past when I innocently read the viewer's question.
21. After Murphy swore at me and stormed out of the studio, Mr. Schaffer went out for dinner and drinks with Murphy to "smooth" it over. Members of the audience and I were upset at Mr. Schaffer's reaction and his tolerance of Murphy's abuse.
22. Mr. Schaffer told me that he refused to control Murphy because I was a woman and stated that if he demanded his guest stop his abuse, I would have looked "weaker." Ironically, I reluctantly defended Mr. Schaffer later over the blow-back. Mr. Schaffer later tweeted about the incident, embarrassing me. However, I was proud that I stood up to the abuse and to the extent I referenced that in merchandise, it is because I refused to tolerate abusive behavior.
23. I sought out leftists and other people I disagreed with for guest appearance on YAH. I strongly believe in debate and argument as foundations of a free society. But that is entirely different from what I experienced at The Blaze, which was an environment hostile to me because of my sex and religion that I told the management about again and again – and that management observed personally – and yet management refused to act to ameliorate it.
24. When YAH returned from its break in early January 2022, Mr. Schaffer unilaterally booked several additional guests with particularly contemptible and sexist opinions



towards women, typically without consulting me or letting me know the extent of these opinions.

25. It became clear to me that on each of these episodes, I was to be the designated punching bag for the sexist guests and for Mr. Schaffer himself. I am a serious journalist, and I did not agree to assume that demeaning role, nor was I warned about it in advance.
26. The idea behind YAH was never that it was to be a forum for the humiliation and abuse of the female co-host as the male host smirked and egged on this appalling behavior.
27. It should be noted that a significant part of Mr. Schaffer's audience calls itself "traditional," but actual traditional values have nothing to do with the abuse of and contempt for women.
28. This portion of Mr. Schaffer's audience, which he cultivates, simply uses the idea of "tradition" as a cover for its extreme misogyny. Such viewers often flooded YAH's discussions with superchats and grossly sexist comments (as well as anti-Jewish commentary) that made me extremely uncomfortable and prevented me from performing my duties as I wished.
29. No matter how many times I asked Mr. Schaffer to address the issue and to end the hostile atmosphere of harassment, which I did repeatedly, he would not.
30. It became a running gag for Mr. Schaffer and his audience that some of Mr. Schaffer's fans would leave superchat comments with coded dog whistles that referenced grossly misogynistic or anti-Semitic comments for me to read with me not knowing what they meant.

31. Mr. Schaffer encouraged this humiliation of me even though he was aware of how much I hated it and protested it. I complained to the management of The Blaze about it to no avail. I did so on multiple occasions.
32. Mr. Schaffer would also consistently make disrespectful comments about the fact that I am an atheist. This also encouraged the audience to attack me, something I must still put up with today and that did not happen before Mr. Schaffer made it an issue.
33. Much of the conduct that created the hostile work environment was of an explicitly sexual nature.
34. Mr. Schaffer would endlessly reference sex, often specifically gay sex, and discuss penises, among other sexual matter (often graphically), in front of the guests and me.
35. CEO Tyler Cardon even asked me to “get Mr. Schaffer to stop talking about dicks so much.” I told Mr. Cardon that if he wanted it to stop, he must talk to Mr. Schaffer himself, as Mr. Schaffer refused to listen to women – something Mr. Schaffer proudly admits. Working with a man who would not listen to me solely because I am female was insulting and damaged my ability to perform my duties.
36. It did not help that Mr. Schaffer would get drunk on set, and get guests drunk as well. He would do shots of hard liquor before many of the shows. It was impossible to work professionally in an environment where my co-host was drunk and impaired.
37. The hostile work environment created by Mr. Schaffer was taking a toll on me. I was so disturbed and stressed by Mr. Schaffer’s conduct that I experienced significant vertigo. I had to sit out of a number of shows because of it.
38. On March 4, 2022, the YAH team had a group planning session to address these matters. It was a two-hour meeting with Mr. Schaffer, other The Blaze employees, including Rikki Ratliff, and The Blaze President Gaston Mooney and me. I expressed

how much Mr. Schaffer's constant sexism and hostile, unprofessional behavior on the show distracted and humiliated me, making it impossible for me to do my job. I detailed the same regarding his constant offensive comments about women and pointed out how this was also encouraging some individuals in the audience to reflect this attitude. These audience members, encouraged by Mr. Schaffer's conduct, attacked me so often and so intensely that other guests noted it and were put off. As this meeting, Mr. Schaffer asked me point blank if the hostile sexism bothered her. I said "Yes." He also asked if it made me want to quit. I again said "Yes."

39. The Blaze management knew about this and agreed that this conduct was inappropriate, promising me that management would address the issues. But the management failed to do so despite knowing of the hostile work environment and harassment.

40. After a tantrum in which Mr. Schaffer refused to participate in production meetings until his demands were met, Mr. Schaffer told me that he would not be helping select guests any longer because I "shot down his suggestions." In reality, I had merely asked him – again – to stop unilaterally booking misogynistic and abusive people without discussing it with me in advance.

41. At this point, Mr. Schaffer refused to participate in daily show planning and refused to book guests. This increased the burden on me. I informed The Blaze management, which did nothing.

42. I was subjected to public disparagement by Mr. Schaffer of a grossly sexual nature. Because this was an Internet-based show, social media interaction by Mr. Schaffer was a component of his participation in the show. He used social media, in the context of the show, to harass me.

43. For example, on April 7, 2022, Mr. Schaffer tweeted in response to a tweet by conservative media personality and former government official Dr. Seb Gorka that he “hopes” that I saw what Dr. Gorka had tweeted and “sleeps with” him. This disgraceful comment in the context of a well-known and respected member of the conservative community – and one who himself is happily married to an accomplished woman – was devastating to me.
44. Dr. Gorka’s tweet was referring to the situation where Mr. Schaffer sat silently and said nothing while Jack Murphy shouted abuse at me during the show. This was too much.
45. Unable to perform my duties within this hostile work environment any longer, I immediately texted The Blaze CEO Tyler Cardon and President Gaston Mooney and informed them that I could not continue this way.
46. Mr. Schaffer texted me an apology some days later but did not delete his appalling tweet. The offending tweets were still accessible as of the time of my administrative complaint.
47. The Blaze management was fully aware that they had a problem with Mr. Schaffer, but he was their “star.” He was abusive and sexist to other women at The Blaze as well. I became aware that other women also complained to management about him to no avail. I tried to find a solution to the deteriorating situation, alerting them to Mr. Schaffer’s behavior, the things he did and said that created the hostile environment, the continuing sexism he expressed, and how hostile he made the working environment.
48. I enjoyed some aspects of my work at The Blaze, and I enjoyed working with some of the people. But this did not change the fact of the sexually hostile work environment.

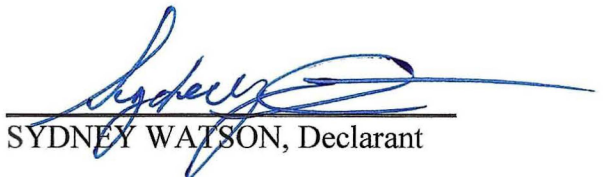
49. I was prepared to fix the show, but it became clear management considered Mr. Schaffer its primary “asset” and that it had no interest in protecting me from the unlawful, discriminatory behavior of its star. Management repeatedly promised that corrective actions would be taken, but none ever were.
50. Left with no other options, during the spring of 2023 I was forced to stop participating in the show until the situation resolved. Tyler Cardon called me and indicated that he had told Mr. Schaffer that I had left and that the show was over. I told him that I was extremely upset.
51. Through this period of time, I informed management that Mr. Schaffer had publicly disparaged me and continued to do things that have hurt my reputation. During this period, Mr. Schaffer was still with The Blaze.
52. A few weeks later, I asked management if I could address what was going on with the audience. Many members of the audience were loyal and decent, and I felt an obligation to them, especially since they had paid money to subscribe to The Blaze in order to watch YAH. Mr. Cardon reminded me that I was contractually obligated to ask permission before making a public statement. The Blaze asked that I email its management before I went public with the workshopped version of the announcement, and I did that and cooperated in coordinating the message.
53. In May 2022, The Blaze finally made a community post on YAH’s YouTube channel telling people that the show was on hiatus. The Blaze had not once said a single thing about this show, about what happened, or addressed what would happen going forward.
54. What I ultimately posted was on Twitter and was posted on May 15, 2022. Mr. Schaffer responded to this saying that this was the first he was hearing that the show was over. Mr. Schaffer also posted this to his Telegram, where he said he was not a liar and

- “don’t believe the hype.” This was not true, which he admitted to on a livestream with another very prominent YouTuber, Nick Rekieta. This publicly disparaged me as a liar.
55. Mr. Schaffer also then went to his Twitter and posted a series of bizarre tweets about the situation, such as “I haven’t played a single card,” “I just got professionally dumped by text lol,” and so forth.
56. There was more disparagement by Mr. Schaffer while he was still with The Blaze. On a Nick Rekieta livestream in May 2022, Mr. Schaffer made comments about how he helped a female friend make a lot of money, who then stabbed him in the back. People immediately understood that he meant me and were quick to send the clips to me. This is obviously also untrue but damaged my reputation in the industry.
57. On another stream, Mr. Schaffer contended that he had nothing to do with an incident (that he caused) where a guest thought I was trying to blindside him. The insinuation was that I was the one who arranged the conflict.
58. At a movie premiere at the end of July 2022, again while still affiliated with The Blaze, Mr. Schaffer told Harrison Smith of InfoWars and Scooter Downey (an influential Fox News employee) and Scooter’s wife that I tried to get Schaffer’s wife to divorce him, and he had to “sue her to keep her quiet.” He told others that I called him and threatened to go public with information about personal indiscretions. This was all completely false.
59. Mr. Schaffer has also told several people that I had made “passes” at him and tried to hit on him on more than one occasion. This was also false.
60. The Blaze constructively terminated me in the Spring of 2022, or alternatively actively terminated me in or about July 2022 after I complained, through counsel, about Mr. Schaffer’s conduct.

61. On or about September 24, 2022, The Blaze announced on Twitter that Schaffer had been “terminated for violating company policies and standards” after an “investigation regarding a personal matter.” I am aware that the alleged wrongdoing was Mr. Schaffer physically harassing one or more female The Blaze employees.
62. The Blaze failed to properly investigate my complaints regarding Mr. Schaffer, it failed to take reasonable and necessary corrective action when it became aware of the misconduct and failed to discipline Mr. Schaffer in any way for his misconduct towards and about me.
63. This misconduct has been devastating to my future and has derailed a very promising career. But for the discriminatory and retaliatory actions by The Blaze based on my sex and religion, I would have continued to thrive and develop my career.
64. Worse yet, when I raised these issues to The Blaze, it failed to conduct a proper investigation and either wrongfully constructively terminated me or terminated me as a result of my legal complaint. The Blaze’s actions and termination of me represents a continuing pattern of discrimination and retaliation against me in violation of the law, the Agreement, and The Blaze’s own policies and procedures.

I declare under the penalty of perjury that the foregoing is true and correct.

Dated: April 4, 2023.

  
SYDNEY WATSON, Declarant

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